

3-0452

1985-1986-1987 11-13  
Patrolmen & Sergeants

AGREEMENT BETWEEN

West Windsor Township

TOWNSHIP OF WEST WINDSOR

AND

WEST WINDSOR P.B.A. #271

A/K/A

NEW JERSEY STATE POLICEMEN'S

BENEVOLENT ASSOCIATION LOCAL #271

WEST WINDSOR

x - January 1, 1985 - December 31, 1987

## TABLE OF CONTENTS

	Page
Preamble	1
Article I Recognition	2
Article II Management Rights	3
Article III Wages	4
Article IV Extra Work	5
Article V Vacations	6-7
Article VI Holidays	8
Article VII Insurance	9-10
Article VIII Overtime	11
Article IX Call Back Time	12
Article X Uniforms	13
Article XI In-Service Training	14
Article XII College Incentive	14
Article XIII Longevity	15
Article XIV No-Strike Pledge	16
Article XV Sick Leave	17-18
Article XVI Severability and Savings Clause	19
Article XVII Fully Bargained Provisions	20
Article XVIII Out-of-Class Assignments	21
Article XIX Bereavement Leave	22
Article XX Personal Days	23
Article XXI Association Rights	24
Article XXII Grievance Procedure	25-27
Article XXIII Employee Rights	28
Article XXIV Hours of Employment	29
Article XXV Duration of Agreement	30

PREAMBLE

This agreement entered into this 22nd day of April, 1985 by and between the TOWNSHIP OF WEST WINDSOR, in the County of Mercer, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township") and the WEST WINDSOR PBA #271 a/k/a NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #271, WEST WINDSOR, (hereinafter called the "Association") represents the complete and final understanding on all bargained issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Patrolmen and Sergeants (hereinafter called the "employee(s)") employed in the Police Department of the Township.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

### ARTICLE III

#### WAGES

A. The annual salaries of the employees shall be as follows:

	<u>1985</u>	<u>1986</u>	<u>1987</u>
Patrolmen			
Entry Level	\$19,549	\$20,781	\$22,142
Completion of Academy of six (6) months, whichever is sooner	\$21,204	\$22,539	\$24,016
Beginning Second Year	\$22,968	\$24,415	\$26,015
Beginning Third Year	\$24,898	\$26,467	\$28,201
Beginning Fourth Year	\$26,994	\$28,695	\$30,574
Beginning Fifth Year	\$29,255	\$31,098	\$33,135
Sergeants	\$31,792	\$33,795	\$36,008

#### INCREMENT SCHEDULE AS IT APPLIES TO Ptl. Caponi

Beginning Fourth Year	\$28,207
Beginning Fifth Year	Same as revised increment plan as set forth above.

B. It is understood that the Township agrees to pay all employees of the bargaining unit on Thursdays unless there are unforeseen circumstances which delay the processing of checks. In which case payment will be made as soon as possible after the Thursday schedule.

C. Employees shall be paid on a biweekly pay schedule.

D. Salaries shall be computed on a calendar year basis from January 1 through December 31. Payment of salary will be based on dividing the annual salary by the number of work days in the calendar year. Each employee shall be paid for the following number of work days per year as specified below:

1985	261 work days
1986	261 work days
1987	261 work days

## ARTICLE IV

### EXTRA WORK

A. Extra work, for purposes of this Article, shall be defined as services in the nature of special or private Police duty provided by employees in their off-duty hours to individuals, groups, clubs, institutions and others, and which services the Township is not expected or obligated to provide as a normal police function (e.g., traffic duty, security at private parties or events, club or school dances, football games, etc.) for which payment is made by those receiving the service.

B. Employees may engage in off-duty special police work as defined above. Such work assignments except Princeton University football games shall be made by the Chief of Police with preference given according to seniority of regularly scheduled off employees and subject to such regulations as may now or thereafter be promulgated by the Township.

C. All requests by prospective employers shall be submitted through the Police Department.

D. No employee shall be required or compelled to work extra work.

E. The base rate for such extra work assignments except Princeton University shall be \$15.00 per hour with a four (4) hour minimum and all hours worked over eight (8) consecutive hours shall be paid at \$22.50 per hour. Services provided for Princeton University functions, other than reunions, shall be compensated at the rate of one and a half times (1-1/2) the employee's regular hourly rate.

F. All payments provided in "E" above shall be made to the Township.

G. The Township will pay employees performing extra work as defined in section "A" above by separate check on the pay day covering the second pay period after said work was performed.

## ARTICLE V

### VACATIONS

Each employee on the force prior to April 1, 1981, shall be entitled to vacation time based on the greater allowance between schedule "A" and schedule "B." Employees hired after April 1, 1981, shall be entitled to vacation time in accordance with schedule "B."

#### SCHEDULE "A"

Upon completion of six months, but less than one year, and if initially employed as a regular member of the Department on or before July 1	7 working days in each current calendar year
Upon completion of one year until the fifth anniversary of service	14 working days in each current calendar year
Upon reaching the fifth anniversary of service, vacation shall be	15 working days in each current calendar year
Upon reaching the sixth anniversary of service, vacation shall be	16 working days in each current calendar year
Upon reaching the seventh anniversary of service, vacations shall be	17 working days in each current calendar year
Upon reaching the eighth anniversary of service, vacation shall be	21 working days in each current calendar year
After the eighth anniversary of service, vacation shall be	21 working days in each current calendar year

#### SCHEDULE "B"

During the first year of service	1/2 day per month in the current calendar year
Upon completion of one year until the fifth anniversary of service	14 working days in each current calendar year
Upon reaching the fifth anniversary of service and through the ninth anniversary of service	14 working days in each current calendar year plus one additional day for each year beginning with the fifth year through the ninth year



ARTICLE V - VACATIONS (contd.)

Upon reaching the tenth anniversary of service	22 working days in the current calendar year
Upon reaching the eleventh anniversary of service	23 working days in the current calendar year
Upon reaching the twelfth anniversary of service	24 working days in the current calendar year
Upon reaching the thirteen anniversary of service and through the fifteenth anniversary of service	25 working days in the current calendar year
Upon reaching the sixteenth anniversary of service and through the twentieth anniversary of service	25 working days in each current calendar year plus one additional day for each year beginning with the sixteenth year through the twentieth year
After the twentieth anniversary of service	30 working days in each current calendar year

Example: Employee began service October 25, 1972. On October 15, 1977, the employee will reach his fifth anniversary of service and therefore will be entitled to 15 working days of vacation during the calendar year of 1977, even though he may take his total vacation before the actual anniversary date.

Vacation periods may be selected by the employees in accordance with their rank and seniority within squads, but shall be scheduled only with the approval of the Chief of Police so as not to interfere with departmental operations. Current calendar year is the year in which the anniversary mark is reached.

## ARTICLE VI

### HOLIDAYS

A. The Township hereby agrees to grant thirteen (13) holidays per annum to each employee in the Police Department.

B. It is recognized by the parties hereto that, by reason of the nature of the business of the Police Department, employees of the department are not able to be excused from working on holidays as are normally enjoyed by other Township employees. Therefore, in lieu of having specific holidays as days off, the employees agree to take thirteen (13) substitute days off or that amount of days subject to the election of each employee, as set forth in section "D": below. All holiday days shall be scheduled by the Chief of Police so as not to interfere with departmental operations and such days shall be scheduled with preference given to employees according to rank then seniority within squads.

C. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur.

D. It is understood that the employees of the Police Department shall have the option of working the above "holiday days" and be paid straight time for the same in addition to regular compensation.

The employees of the Police Department shall by December 15 of the prior year notify the Chief of Police whether they will work any of the first seven (7) "holiday days" for the upcoming calendar year, and by February 15 of the year whether they will work any of the last six (6) "holiday days." The employees shall be paid for the additional days worked in two installments, one to be paid in the first paycheck of June, and the second to be paid in the first paycheck of December. The daily rate is to be determined by dividing the employee's annual salary by 260.

E. Other Days Off: In the event that the Township unilaterally grants more than thirteen Holidays as indicated under Section "A" of this Article or grants other day(s) off for any reason to any group of other Township employees, employees shall be granted such additional day(s) off to be scheduled at another time so as not to interfere with the operations of the department. For these purposes, a day shall be a six (6) or more hour period which municipal employees are given off.

## ARTICLE VII

### INSURANCE

A. The following coverage for each employee, spouse and children will be provided at the cost of the Township:

1. (a) Comprehensive Blue Cross, Blue Shield and Rider "J" insurance and Prevailing Fee Blue Shield Program as currently provided by Blue Cross and/or Blue Shield of New Jersey.

(b) The employee has the option of joining a Medi-Group Health Maintenance Plan. Any additional cost of a Health Maintenance Plan which is more than the amount the Township pays for the health insurance in section 1. (a) shall be paid by the employee.

2. Major Medical Insurance Plan (\$1,000,000.00) as currently provided by Blue Cross and Blue Shield of New Jersey Major Medical Program.

3. Dental Plan: As currently provided by Blue Shield of New Jersey and includes the following:

Reasonable and customary, 0 deductible, \$1,000 annual maximum per person and additional \$500 Orthodontist maximum, children to age 23, 100% dependent participation:

Preventive Diagnostic	100%
Treatment Therapy	100%
Periodontics	70/30%
Prosthodontics	50/50%
Orthodontics	50/50%
Inlays & Crowns	70/30%
Oral Surgery	70/30%

4. Prescription Drug Plan: The Township shall reimburse each employee for prescription drugs purchased for himself and his immediate family (spouse and dependent children up to age 23). Such reimbursements shall be made up to a maximum amount of \$100.00 each calendar year in 1985 and 1986.

The employee has the option of being paid for every \$40.00 or more of eligible prescription reimbursements or any amount by January 15 of the following year for the prior calendar year. Such payments shall not exceed more than \$100.00 for each calendar year. The employee shall submit a voucher with proof of purchase to the Administrator for reimbursement payments. Reimbursements will be authorized by the Township Committee within 30 days after the submission of each voucher.

ARTICLE VII (contd.)

Effective January 1, 1987, the Township, through an insurance carrier, shall provide a prescription program for each employee, spouse and dependent child or children to age 23 whereby the employee pays a fixed co-payment of \$2.00 for each prescription (including contraceptives) or each prescription refill dispensed by a Pharmacy. The costs of such program shall be entirely paid by the Township. Such prescription program shall be equal to or better than the The Blue Cross of New Jersey Prescription Program (four (4) pages, attached to this Agreement).

If an employee who is covered under A.1.(b) of this Article is determined not to be eligible by the insurance carrier for the above described plan, then he shall be covered for the minimum prescription plan which is not to be less than \$2.00 as provided by the carrier in section A.1.(b). The cost of this prescription plan shall be entirely paid by the Township.

5. In addition to existing life insurance available through the State of New Jersey and all other existing plans, the Township shall continue to provide life insurance as currently provided by its carrier.

6. The Township shall timely notify the President of the Association if a current insurance carrier is to be replaced by a new carrier. A new carrier must provide coverage that is equal to or better than coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in a reduction of benefits.

B. The Township will continue coverage of comprehensive Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance as currently provided in paragraph A.1 and A.2 of this Article for each employee only commencing upon the date of full retirement of the employee.

THE BLUE CROSS OF NEW JERSEY  
PRESCRIPTION PROGRAM

## BASIC COVERAGE

The program provides group members and their eligible dependents with coverage for the cost of drugs and oral contraceptives which, according to federal law, may be dispensed only upon prescription written by a physician, dentist or other professional who is licensed to write prescriptions. Insulin also is covered even though sold without a prescription.

Under the Blue Cross Prescription Program, up to a maximum of thirty-four (34) days supply of medication may be dispensed at one time except that certain drugs used in treatment of chronic conditions may be dispensed in quantities of one hundred units, even if this amount lasts for more than 34 days. Insulin, regardless of strength, is covered in quantities up to 4 vials. The program also provides for refilling of a prescription up to one year after the original prescription date, as authorized by the prescribing physician and as permitted by federal and state laws.

## CO-PAYMENT

This program requires group members to pay a fixed co-payment of \$2.00 for each prescription or each prescription refill dispensed by a Participating Pharmacy. The Prescription program covers the remainder of the prescription cost.

### The Prescription Program and Participating Pharmacies

A Participating Pharmacy is one having an agreement with Blue Cross of New Jersey or with one of the Plans with which Blue Cross of New Jersey has reciprocal agreements to provide prescription drug services according to the terms of the Prescription Program described in this proposal. Over 97 percent of all pharmacies in New Jersey are Participating Pharmacies.

When prescriptions are filled at a New Jersey Participating Pharmacy, the group member simply presents the Prescription Program ID card. He or she pays the \$2.00 co-payment and supplies the pharmacist with the necessary information; name, birthdate (if a child), sex and relationship to subscriber. Upon receipt of this information the pharmacist completes and submits the claim.

## Reciprocal Agreement Plans

Arrangements have been made with pharmacies participating in the following Blue Cross Plans Prescription Programs to accept prescriptions from Blue Cross of New Jersey Prescription Program subscribers who present their ID cards.

Location	Name
Delaware	Blue Cross and Blue Shield of Delaware, Inc.
New York	Blue Cross of Western New York, Inc. Blue Cross and Blue Shield of Greater New York Blue Cross of Central New York, Inc. Blue Cross of Northeastern New York
Pennsylvania	Blue Cross of Lehigh Valley Capital Blue Cross Blue Cross of Greater Philadelphia Blue Cross of Western Pennsylvania Blue Cross of Northeastern Pennsylvania

## Prescription Services without an ID Card or at Non-Participating Pharmacies

In order to control the cost of prescription drugs and administrative fees, it is important that group members use one of the more than 1,500 Participating Pharmacies. Also, the ID card should always be presented when having a prescription filled.

When a group member goes to a non-participating pharmacy, or if the ID card is not presented at a Participating Pharmacy, he or she pays the pharmacist in full, obtains a dated receipted bill stating the amount charged and the following information: prescription number (except for insulin), name of drug, manufacturer, dosage form, strength, quantity dispensed. The group member then completes and submits a Blue Cross Prescription Program Claim Form with the receipted bill for each prescription, or each refill, to Blue Cross of New Jersey.

Claim forms may be obtained from Blue Cross of New Jersey or the Group Remitting Agent. Reimbursement will be based on the usual and customary charge for the prescription, as determined by Blue Cross of New Jersey, less the co-payment amount. If a group member goes to a non-participating pharmacy within an area served by the Blue Cross of New Jersey Prescription Program, reimbursement will be based on the usual and customary charge for the prescription, as determined by Blue Cross of New Jersey, less the co-payment amount, and less 25 percent of the remaining prescription charge.

## DEPENDENT CHILDREN

Your Blue Cross of New Jersey Prescription Program covers dependent children up to the end of the calendar year in which the child attains age 23.

Coverage for unmarried child dependents who are incapable of self-sustaining employment because of mental retardation or physical disability may be continued under their parent's enrollment beyond age 23, provided the disability occurred before age 23. Proof of the dependent's disability must be submitted to Blue Cross of New Jersey.

## EXCLUSIONS

The cost of drugs which legally do not require a prescription even if a prescription is written, except as specifically designated by Blue Cross of New Jersey; prescription devices such as, but not limited to, contraceptive devices, therapeutic devices, artificial limbs or orthopedic appliances, hypodermic needles, syringes, or similar devices; administration or injection of any drug; vitamins, except those which by law require a prescription; drugs dispensed to patients in a hospital, nursing home or other treatment institution; drugs provided for under any Workers' Compensation Act or similar legislation, whether or not any recovery is had by the covered person against a third party for damages.



## ARTICLE VIII

### OVERTIME

A. The normal working week shall consist of the present total of an average of forty (40) hours per week in a four (4) week cycle throughout the year.

B. 1. An employee who is authorized, directed or required to work longer than his regular tour of duty and receives approval for such overtime, shall be paid at the rate of time and one half his normal pay. In construing such overtime, payments shall be made on the following basis:

- (a) Up to the first 16 minutes - no pay
- (b) 16 through 30 minutes - 30 minutes pay
- (c) 31 through 60 minutes - 1 hour pay
- (d) Thereafter, overtime shall be paid in 30 minute segments for all authorized time worked beyond the regular tour of duty.

2. The hourly rate is to be determined by dividing the employee's annual base salary by 2080.

3. At the request of the employee and with the approval of the Chief of Police, employees may be granted compensatory time off, on an hour-for-hour basis, in lieu of paid compensation for authorized overtime hours worked.

4. It is further understood, however, that all police officers will schedule return dates and court appearances, insofar as same is possible, during those hours and times when they are scheduled to be on duty.

5. The Township reserves the right to deny compensation to employees who absent themselves from all or part of a shift without approval.

ARTICLE IX

CALL-BACK TIME

A. Call-back time shall be defined as unscheduled time worked after an employee has been released from his regular shift and does not tie into a succeeding shift, including court time, except for regularly scheduled West Windsor Municipal Court. Any employee required to work after being called back will be assured a minimum of four (4) hours pay and will be compensated in accordance with the provisions of Article VIII of this Agreement.

B. Call-back time will not be paid to an employee who switched shifts with another employee and the time called back was at a time when the employee would have been working had he not switched shifts.

ARTICLE X

UNIFORMS

A. Each employee shall be furnished the standard police uniform as needed, including badge, gun, ammunition and shoes.

B. The Township shall provide for dry cleaning of all Township issued uniforms. This service shall include maintenance of the uniform in good repair.

C. The Chief shall determine whether or not the uniform is in need of repair or replacement.

D. The Township shall pay each employee who uses plain clothes the sum of \$400.00 for initial issue on appointment to the position wherein he uses plain clothes and shall pay him the sum of \$400.00 for the purchase of plainclothes annually each calendar year thereafter; it being understood that the first such \$400.00 clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar year basis. The employee shall submit signed receipts to the Chief for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.

ARTICLE XI  
IN-SERVICE TRAINING

The cost of all Police training courses, seminars and conferences authorized by the Chief of Police, shall be borne by the Township.

ARTICLE XII  
COLLEGE INCENTIVE PAYMENTS

In addition to other compensation provided for in this agreement, officers who have earned college credits leading to a degree shall receive additional compensation in accordance with the schedule below:

A. In addition to all compensation provided for in this agreement, officers who have earned an Associates Degree or equivalent credits in a Bachelor of Science or Bachelor of Arts program shall receive additional compensation in the sum of \$500.00 per year after completion of at least two (2) years of service.

B. In addition to all compensation provided for in this agreement, officers who have earned a Bachelor of Arts Degree or a Bachelor of Science Degree shall receive as additional compensation the sum of \$1,000.00 after completion of four (4) years of service.

C. The degrees as set forth in Paragraph "A" and "B" above must be in police-related courses of study limited to Police Science, Police Administration, Criminal Justice, Psychology and Sociology.

D. All members shall be entitled to those benefits set forth in the subparagraphs "A," "B" and "C" above except that those persons who have earned a Bachelor or Associates Degree by December 31, 1979, in a formerly approved field (in addition to those stated in subparagraph "C" above, i.e., Business Administration, Government, Political Science and Public Administration) shall continue to receive added compensation as per subparagraphs "A" and "B" above.

E. The Township agrees that the field of study in which Joseph Pica held a degree when employed (Accounting) shall make him eligible for all benefits set forth above.

F. For employees employed prior to January 1, 1973, only, the following subject areas shall be deemed "fields related to law enforcement:"

English

Accounting

G. College incentive payments will be prorated over the calendar year and be paid biweekly.

ARTICLE XIII

LONGEVITY

The Township agrees to provide each full-time permanent employee with a longevity payment as set forth below:

Upon completion of five years of continuous and uninterrupted service but less than ten years of continuous and uninterrupted service . . . . . \$300.00

Upon completion of ten years of continuous and uninterrupted service but less than fifteen years of continuous and uninterrupted service . . . . . \$550.00

Upon completion of fifteen years of continuous and uninterrupted service but less than twenty years of continuous and uninterrupted service . . . . . \$800.00

Upon completion of twenty years of continuous and uninterrupted service . . . . . \$1,050.00

Longevity payments will be prorated over the calendar year and be paid biweekly for continuous and uninterrupted service after an employee reaches his anniversary date.

ARTICLE XIV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action subject to the rules and regulations promulgated by the Township Committee.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## ARTICLE XV

### SICK LEAVE

#### A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the Township's physician. Such payments shall be for up to one (1) year for each cause or until the employee is placed on pension disability or full pension, whichever is sooner, and reduced by any payment received from Workmen's Compensation.

#### B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) working days per calendar year and he shall not accumulate more than thirty (30) days leave in any one year.

2. Each employee shall be entitled to one (1) year of sick leave with full pay for each nonwork connected major illness or injury, which illness or injury shall be certified as such by the West Windsor Township Physician. Such illness or injury shall be considered major if it extends beyond twenty (20) work days. These 20 days shall be applied against the accumulated sick leave in section B.1. then the employee will be entitled to the one (1) year sick leave per cause.

If the employee does not have enough accumulated sick days to cover the 20 work days for a major illness or injury, or if he does not have enough sick days to cover other illnesses or injuries, he may use vacation, holidays, personal days and/or forty-hour days or he may borrow from next year's vacation.

#### C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified prior to the employee's starting time.

(a) Failure to so notify his Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation. The Township may consider extenuating circumstances, and in appropriate circumstances, waive this section (b).

ARTICLE XV - SICK LEAVE (contd.)

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days may be required by the Township to submit acceptable medical evidence substantiating the illness. Such medical certification shall be at the cost of the Township or at the Township's option, by its Township Physician. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and whether his return will jeopardize the health of other employees.



ARTICLE XVI

SEVERABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, other provisions or applications shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XVII

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all fully bargained issues which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any issue which was the subject of negotiations.

The parties will only be required to negotiate the Township's proposals of new rules or modification of existing rules, which are not specifically expressed in this Agreement, of negotiable working conditions. The Township further agrees only to establish these rules as a result of a final settlement with the Association or an arbitrator's decision. Any settlement of negotiations shall be reduced to writing and incorporated in this Agreement.

All negotiable benefits, terms and conditions of employment presently enjoyed by the Employees hereunder that have not been included in this Agreement shall be continued in full force and effect.

Any controlling statute or regulation setting terms and conditions of employment is by reference incorporated in this Agreement.

Nothing contained in this Agreement shall deny or restrict either party of its rights under Article XXII or rights, powers, authority, duties and responsibilities under NJSA 34:13A-1 et. seq.

## ARTICLE XVIII

### OUT OF CLASS ASSIGNMENTS

In the event that a patrolman is required to assume the responsibilities and/or perform the duties of a sergeant due to resignation, termination, or extended leave of a sergeant for a period of seventy-five (75) calendar days or more, said patrolman shall be compensated at sergeant's rate of pay beginning with the sixty-first (61) calendar day of assumption of said duties.

This provision shall not apply to out-of-class assignments due to a sergeant's vacation, holiday time or school assignment.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of the death of a parent, grandparent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law of an employee, said employee will be granted bereavement leave from the day of death through the second day after burial, not to exceed a total of five (5) days.

B. Any employee whose spouse or child dies is to be given an additional ten (10) consecutive days off before he must report back to duty, which time shall not be deducted from any other days off that he is entitled to.

C. In the event of a death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, spouse's niece or nephew, spouse's aunt or uncle, the employee will be granted leave for the day of the funeral.

D. In the event of the death of a relative or in-law as set forth in paragraph "C" above, who resides outside of the State of New Jersey, and if an employee can show that additional time is needed, he shall be granted up to two (2) additional days leave subject to the approval of the Chief of Police.

E. In the event that an employee is killed in the line of duty or dies from injuries sustained while discharging his duties, the Township shall pay without delay the sum of \$3,000.00 toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources.

## ARTICLE XX

### PERSONAL DAYS

The Township shall provide each employee two (2) days per calendar year for their personal use which must be approved in advance by the Chief of Police.

One day as provided by paragraph one (1) is earned during each six-month period of the calendar year.

If the termination of an employee's employment occurs prior to July 1 and he has already taken two (2) personal days, one day shall be paid back to the Township, and if the employee has not taken any days, then he will be entitled to be paid for one day. If termination occurs after July 1, then the employee is entitled to be paid for the days not used in paragraph one (1) of this Article. The daily rate is to be determined by dividing the employee's annual salary by 260.

At the request of the employee and with the approval of the Chief, personal days may be accrued and reserved for use in the year following that in which they are earned and shall not exceed four (4) days.

## ARTICLE XXI

### ASSOCIATION RIGHTS

#### A. Association Security

The Township agrees to deduct Association dues from each employee who is a member of the Association by automatic payroll deduction in such amount as determined by the Association and certified to the Township by the Treasurer and/or President of the Association.

#### B. Association Business

(1) The Association President shall be allowed time off during his shift, as is actually necessary, to conduct Association business involving the Township, Association, or Police Department without loss of any pay, benefit or time. Such time off shall be with the agreement of the Chief or his delegate for that day. However, such time off shall not be unreasonably withheld by the Chief or his delegate. If such business is to be conducted with on-duty personnel they must first receive the approval of their superior.

(2) An employee and his Association representative may consult during working hours to process a grievable matter, but they must first obtain permission from their respective supervisor to leave their post. Such permission shall not be unreasonably withheld.

(3) Employees who are members of the negotiations committee shall be allowed to attend meetings for negotiations if said meetings are scheduled when the Association representatives are on duty without loss of pay or time off. Only two on-duty employees shall attend any meeting.

(4) The Township agrees to grant the necessary days off without loss of pay or time off of that employee who is the Association's Delegate to the New Jersey State Policemen's Benevolent Association in order to enable said State delegate, or his designee, or President to attend all regularly scheduled meetings of said organization. Such leave, along with other circumstances which may occur on a patrol shift (i.e., sick, bereavement, etc.), will not require the Township to pay a premium rate in order to maintain an adequate level of patrol.

(5) The Township agrees to grant the necessary days off without loss of pay or time off for the Association's delegate and two (2) convention delegates to attend any State or National convention of the New Jersey State Policemen's Benevolent Association.

ARTICLE XXII  
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and may be raised by an employee(s), Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, except for other procedures established by statute or regulation and shall be followed in its entirety unless any step is waived by mutual consent.

The Association shall have the right to process a grievance at any step with or without the consent of the aggrieved employee. Such intervention shall be according to the provisions of this Article. Every employee must immediately notify the President of the Association or an Association representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Association shall be present at any meeting held in regards to a grievance unless an employee has written authorization from the Association to meet without an Association representative present.

A grievance initiated by the Township of West Windsor shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred, exclusive of Saturday and Sunday. A meeting shall be held within ten (10) calendar days after the filing of the grievance between the representative of the Township and the Association, in an earnest effort to adjust the differences between the parties. If the Township fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties do not resolve the grievance, then either party can submit the grievance to arbitration under Step Four of this Article within ten (10) calendar days after the last meeting was held to resolve the grievance.

## ARTICLE XXII - GRIEVANCE PROCEDURE (contd.)

### Step One

1. An aggrieved party shall institute action by notifying the Chief in writing within ten (10) working days of the occurrence of the grievance or within (10) working days of the actual or implied knowledge of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.
2. The Chief of the Department, or his designee, shall respond to the grievance within ten (10) calendar days after the receipt of such grievance.
3. In the event of the failure of the Chief of Police to act in accordance with the provisions of paragraph "2" or, in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Police Commissioner (or his representative), (Step 2). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

### Step Two

1. In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Police Commissioner (or his representative).
2. Within ten (10) calendar days from the receipt of the grievance (unless a different period is mutually agreed upon) the Police Commissioner shall, in writing, advise the aggrieved party and his representative, if there is one of his answer.
3. In the event of the failure of the Police Commissioner to act in accordance with the provisions of paragraph "2" or in the event an answer by him in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received may appeal to the Township Committee, (Step 3). Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

### Step Three

1. If the grievance is not settled at Step Two (2), the aggrieved party may submit the matter to the Township Committee. He shall in his submission advise the Township Committee whether he requests a full hearing before said Committee or not.



## ARTICLE XXII - GRIEVANCE PROCEDURE (contd.)

Where the aggrieved party requests in writing a hearing before the Township Committee, a hearing on the original nature of the grievance shall be held.

If the aggrieved party, in his appeal to the Township Committee, does not request a hearing, the Township Committee may consider the appeal on the written record submitted to it. The Committee may request the submission of additional written material. Where additional written materials are requested by the Township Committee, copies thereof shall be served upon the aggrieved party who shall have the right to reply thereto. If a hearing is conducted, a stenographic record of the same shall be made. The Township Committee agrees to pay the attendance fee of the Stenographer. The cost of the transcript shall be borne by the party ordering same.

2. The Township Committee shall review the matter and give an answer in writing within twenty-one (21) calendar days from the receipt of the grievance. This time period may be extended by mutual agreement of the parties concerned.
3. In the event of the failure of the Township Committee to act in accordance with the provisions of paragraph "2", or in the event an answer by it in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to an arbitrator for a determination of the grievance. Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

### Step Four: Arbitration

1. If such grievance is not settled at step three (3) or section "C" third paragraph, any party may request the New Jersey Public Employment Relations Commission to have an arbitrator appointed in accordance with their rules.
2. The decision of the arbitrator shall be final and binding on all parties.
3. The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXIII

EMPLOYEE RIGHTS

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
2. In the presentation of a grievance, the employee shall have the right to present his own grievance or hire counsel to represent him or, at the request of the employee, an Association representative or counsel hired by the Association shall represent the employee. This does not deny or restrict the right of the Association to concurrently process the grievance if the employee represents himself or he hires counsel to represent him.
3. There will be no loss in pay, if a grievance hearing is scheduled while the employee, Association representative and/or witnesses are on duty.
4. Nothing in this Agreement or in Article XXII shall be construed to limit or negate the right of the aggrieved party to pursue his appellate remedies from an adverse determination.

## ARTICLE XXIV

### HOURS OF EMPLOYMENT

The normal working week shall consist of an average of forty (40) hours per week in a twenty-eight (28) day cycle throughout the year. If the employee is entitled to 40-hour days, he has the option of taking the 40-hour day during the 28-day cycle or accumulating such days and taking them off during the calendar year that the days were earned. Scheduling of 40-hour days must be with the Chief's approval and preference given to rank, then seniority.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall take effect from January 1, 1985, and shall remain in full force and effect through December 31, 1987.

This Agreement shall be binding upon the parties thereto and their successors.

Any term, benefit or condition of employment contained in this Agreement, if applicable, shall be retroactive from January 1, 1985.

A copy of this Agreement shall be made by the Township for each employee.

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL #271  
WEST WINDSOR, NEW JERSEY

TOWNSHIP OF WEST WINDSOR  
MERCER COUNTY  
NEW JERSEY

BY: Frank Coyle  
Frank Coyle  
President

BY: Stanley Perrine  
Stanley Perrine  
Mayor

ATTEST: Bruce Wauters  
Bruce Wauters  
Negotiator

ATTEST: Barbara Evans  
Barbara Evans  
Clerk

ATTEST: Eugene Swanhart  
Eugene Swanhart  
Negotiator

MEMORANDUM OF UNDERSTANDING

All items agreed to prior to this date will be in effect in the forthcoming agreement. In addition, the parties hereby agree to the following.

Due to calculations in 1984 the member of the bargaining unit received one additional day's pay.

Therefore, the parties hereby agree that one holiday shall be deducted in 1985 to compensate for the overpayment. This reduction will leave twelve holidays for 1985.

For the PBA

Bruce A. Wauters  
Eugene J. Markant

For the Township

Stanley R. Perrine

Ernest Weiss

Ernest Weiss

# West Windsor Township

Post Office Box 38, Princeton Junction, New Jersey 08550 (609) 799-2400



April 23, 1985


Memorandum for Record  
1985 Negotiations with West Windsor PBA  
Resolution of Payroll Issue

During contract negotiations which took place January through March, considerable discussion was given to a resolution of how payroll is administered within the Township. Calculations were made by Township staff which showed that members of the Police Department would have been overpaid by a total of six days for the period from January 1, 1983 to December 31, 1985 if no adjustments were made. This matter was referred to Mr. Ernest Weiss for mediation. The decision reached at mediation was that police officers would not be paid for one holiday in calendar year 1985. Township Committee also agreed to have the Township absorb the five remaining days in the 1984 Township Budget.

Following the above action and to avoid future recurrences of the above problem, the labor agreement which was effective retroactively to January 1, 1985, provides that wages for each contract year will be paid in the calendar year for which they are designated. Calculations will be based on dividing the annual contractual wages by the number of work days in the calendar year with the pay to be distributed on a per diem basis.

Also related to the above payroll issue is a concern by some police officers that they had a week's pay delayed when they first began employment with the Township. They further indicated that this delayed week would be due them, they believed, when they ended their employment with the Township. Township's contention has been that there is no delayed week and that the officers upon leaving employment with the Township would not be due these funds.

  
Edward C. Madere, Administrator

  
Gene O'Brien, Police Commissioner